

THE URBAN LAW FIRM

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Counsel for Plaintiffs

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

THE BOARD OF TRUSTEES OF THE
CONSTRUCTION INDUSTRY AND
LABORERS HEALTH AND WELFARE
TRUST; THE BOARD OF TRUSTEES OF
THE CONSTRUCTION INDUSTRY AND
LABORERS JOINT PENSION TRUST; THE
BOARD OF TRUSTEES OF THE
CONSTRUCTION INDUSTRY AND
LABORERS VACATION TRUST; THE
BOARD OF TRUSTEES OF SOUTHERN
NEVADA LABORERS LOCAL 872
TRAINING TRUST,

Plaintiffs,

vs.

CRESTVIEW LANDSCAPING CORP., a
Domestic Corporation, a/k/a Crestview
Development Corp., Inc. a/k/a Crestview
Construction Group a/k/a Crestview Corp.; and
CARL D. WILE, an individual.

Defendants.

CASE NO: 2:15-cv-01888-JAD-GWF

**STIPULATION AND ORDER TO
DISMISS CRESTVIEW LANDSCAPING
CORP. WITHOUT PREJUDICE**

Plaintiffs, The Board of Trustees of the Construction Industry and Laborers Health and Welfare Trust; The Board of Trustees of the Construction Industry and Laborers Joint Pension Trust; The Board of Trustees of the Construction Industry and Laborers Vacation Trust; The Board of Trustees of Southern Nevada Laborers Local 872 Training Trust (collectively hereinafter "Plaintiffs"), by and through their counsel of record, The Urban Law Firm, and Defendants, Crestview Landscaping Corp., a Domestic Corporation, a/k/a Crestview Development Corp., Inc. a/k/a Crestview Construction Group a/k/a Crestview Corp., (hereinafter "Crestview") by and through its counsel of record, Beasley Law Group, do hereby jointly stipulate to the dismissal of all of Plaintiffs' claims against Crestview, without prejudice.

1 Plaintiffs and Defendant have concurrently executed a Settlement Agreement setting forth the
2 terms of their settlement. The parties request the Court maintain jurisdiction over this case to enforce
3 terms of the settlement agreement should breach occur. The parties will file a dismissal with prejudice
4 upon the completion of all settlement terms.

5 Each party shall bear its own costs and fees incurred in this dispute.
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8 DATED this 27th day of September, 2016

DATED this 27th day of September, 2016

9 **THE URBAN LAW FIRM**

BEASLEY LAW GROUP

10 By: /s/ Nathan R. Ring
11 Nathan R. Ring, Nevada State Bar No. 12078
12 *Counsel for Plaintiffs Laborers Trust Funds*

By: /s/ Matthew Beasley
Matthew Beasley, Nevada State Bar No. 9756
13 *Counsel for Defendants*

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20 **ORDER**

21 **IT IS HEREBY ORDERED** that Defendant Crestview Landscaping Corp., be dismissed from
22 this action without prejudice. The Court to maintain jurisdiction until the parties file a dismissal with
23 prejudice.

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25 DATED: 9/28/16

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UNITED STATES DISTRICT COURT JUDGE